

1 Timothy D. Reuben [State Bar #94312]
2 Stephen L. Raucher [State Bar #162795]
3 Hana S. Kim [State Bar #313178]
4 **REUBEN RAUCHER & BLUM**
5 12400 Wilshire Boulevard, Suite 800
6 Los Angeles, California 90025
7 Telephone: (310) 777-1990
8 Facsimile: (310) 777-1989

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Attorneys for Plaintiffs Hill RHF Housing Partners, L.P.
and Olive RHF Housing Partners, L.P.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

HILL RHF HOUSING PARTNERS, L.P., a
California limited partnership; OLIVE RHF
HOUSING PARTNERS, L.P., a California limited
partnership,

Petitioners/Plaintiffs,

vs.

CITY OF LOS ANGELES; DOWNTOWN
CENTER BUSINESS IMPROVEMENT
DISTRICT, a special assessment district in the
City of Los Angeles; DOWNTOWN CENTER
BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT CORPORATION, a California
nonprofit corporation; and DOES 1 through 10,
inclusive,

Respondents/Defendants.

CASE NO. BS170127
[Assigned to Hon. Amy D. Hogue, Dept. 86;
Related to Case No. BS170352]

**PLAINTIFFS'/PETITIONERS' REPLY IN
SUPPORT OF MOTION TO COMPEL
RESPONSES TO REQUESTS FOR
ADMISSION; SUPP. DECL. OF HANA S.
KIM**

Hearing Date: June 1, 2018
Time: 9:30 a.m.
Department: 86

Complaint Filed: July 3, 2017
Trial Date: September 19, 2018

TABLE OF CONTENTS

I.	PRELIMINARY STATEMENT	1
II.	ARGUMENT	1
A.	The City Relies on Inapplicable or Misconstrued Case Law.	1
B.	The City Fails to Address the Authority Cited in RHF’s Moving Papers.	3
C.	RHF’s Meet and Confer Efforts Were More Than Sufficient.....	4
D.	The City Has Not Made a Good Faith Effort to Respond to Discovery.	4
1.	Requests for Admission Nos. 57 to 59.....	5
2.	Requests for Admission Nos. 60, 61, and 63	7
3.	Request for Admission No. 65	8
4.	Request for Admission No. 72	9
5.	Requests for Admission Nos. 76, 78, and 82.	9
E.	Sanctions Are Not Warranted.....	10

TABLE OF AUTHORITIES

CASES

<i>Beverly Hospital v. Superior Court,</i> 19 Cal. App 4th 1289 (1993).....	2
<i>Cembrook v. Superior Court of San Francisco,</i> 56 Cal. 2d 423 (1961).....	2, 6
<i>Children's Hosp. Cent. Cal. v. Blue Cross of Cal.,</i> 226 Cal. App. 4th 1260 (2014).....	2
<i>Fairfield v. Superior Court of Solano County,</i> 14 Cal. 3d 768 (1975).....	2
<i>Greyhound Corp. v. Superior Court of Merced County,</i> 56 Cal. 2d 355 (1961).....	2
<i>Hillman v. Stults,</i> 263 Cal. App. 2d 848 (1968).....	3, 9
<i>Lipton v. Superior Court,</i> 48 Cal. App. 4th 1599 (1996).....	2
<i>Outfitter Properties, LLC v. Wildlife Conservation Bd.,</i> 207 Cal. App. 4th 237 (2012).....	3
<i>Silicon Valley Taxpayers' Assn., Inc. v. Santa Clara County Open Space Authority,</i> 44 Cal.4th 431 (2008).....	8
<i>Town of Tiburon v. Bonander,</i> 180 Cal. App. 4th 1057 (2009).....	1
<i>Westchester Secondary Charter School v. Los Angeles Unified School Dist.,</i> 237 Cal. App. 4th 1226 (2015).....	3

STATUTES

California Code of Civil Procedure Section 1085.....	2
California Code of Civil Procedure Section 1094.5.....	2
California Code of Civil Procedure Section 2033.010.....	9
California Code of Civil Procedure Section 2033.040.....	1
California Code of Civil Procedure Section 2033.040(b)	1
California Code of Civil Procedure Section 2033.220.....	6, 7, 8
California Code of Civil Procedure Section 2033.220 (b)(1)	6
California Code of Civil Procedure Section 2033.290.....	1

MEMORANDUM OF POINTS AND AUTHORITIES

I. PRELIMINARY STATEMENT

This is a very simple discovery dispute which requires the Court to determine whether the City's discovery responses are in compliance with well-known discovery rules, namely California Code of Civil Procedure Section 2033.290. This dispute is simpler still because the disputed responses to the requests at issue (Request Nos. 57-61, 63, 65, 72, 76, 78, and 82) are identically evasive and incomplete:

The City objects to this request as not reasonably likely to lead to admissible evidence and as being vague and ambiguous. Notwithstanding and without waiving any objection, [the City] denies for lack of sufficient knowledge or information after a diligent investigation.

(Ex. C to Kim Decl.). In ruling on this issue, the Court must disregard the City’s efforts to divert attention away from the applicable law and common sense, which entitle RHF to complete and straightforward discovery responses from the City.¹ For the reasons discussed below, the City’s improper, confusing, and irrelevant arguments against discovery (e.g., “Either [RHF’s] requests are improper, or the City’s responses are proper”) must be laid to rest.

II. ARGUMENT

A. The City Relies on Inapplicable or Misconstrued Case Law.

The City misleads the Court by citing *Town of Tiburon v. Bonander*, 180 Cal. App. 4th 1057, 1076 (2009), in support of its argument that RHF's discovery requests are improper. First, *Town of Tiburon* dealt with the *admissibility* of evidence and not with discoverability. *Town of Tiburon v. Bonander*, 180 Cal. App. 4th 1057, 1076 (2009). As RHF has repeatedly stated, admissibility is *not* the test when it comes to discovery. *See* Section IIIA to RHF's moving papers. Second, the City omits the fact that in *Town of Tiburon*, the Court of Appeal concluded that it was *proper* to consider the extra-record evidence at issue there, even though it was a

¹ One such distraction, discussed at length in Section II A to the City’s opposition papers, pertains to the fact that RHF issued more than 35 Requests for Admission, as it was permitted pursuant to Code of Civil Procedure section 2033.040. As already discussed in footnote 5 to RHF’s moving papers, the City’s proper remedy for raising this issue would have been to seek a protective order as contemplated by Code of Civil Procedure section 2033.040(b) – *not* to raise it in its opposition papers in connection with this matter. Accordingly, RHF requests that the Court disregard this irrelevant and meritless argument.

1 mandamus case. *Id.* Third, the language which the City quotes when citing *Town of Tiburon*
2 pertains to Code of Civil Procedure section 1094.5, which deals with administrative writs of
3 mandate and does not apply to RHF’s petition for a traditional writ of mandate pursuant to Code
4 of Civil Procedure section 1085. *Id.*

5 As with *Town of Tiburon*, the City mistakenly relies on *Fairfield v. Superior Court of*
6 *Solano County*, 14 Cal. 3d 768, 772 (1975), which dealt with a city council’s *quasi-judicial*
7 denial of a real estate company’s application for a use permit to allow it to construct a shopping
8 center. *Fairfield v. Superior Court of Solano County*, 14 Cal. 3d 768, 771-72 (1975). The
9 discovery issue in *Fairfield*, which is quite unlike the discovery issue here, stemmed from the
10 petitioner company’s desire to depose the councilmen who voted to deny the permit at the city
11 council’s hearing on the application. *Id.* In *Fairfield*, it was noted that the company “made no
12 attempt to justify the questions posed at deposition within the limits of section 1094.5[;]
13 [i]nstead, it argue[d] that because . . . the council denied it a fair hearing, section 1094.5 does not
14 limit [discovery].” *Id.* at 775.

15 Here, RHF seeks a traditional writ of mandate pursuant to Code of Civil Procedure
16 section 1085, not an administrative writ of mandate pursuant to Code of Civil Procedure section
17 1094.5. And unlike the company in *Fairfield*, which did not make any effort to justify the
18 discovery it sought, RHF has already stated in its moving papers and in its meet and confer
19 communications that the discovery it seeks directly relates to whether the City is in compliance
20 with the law and, at the very least, could educate the parties on the issues and their respective
21 contentions. *See Children’s Hosp. Cent. Cal. v. Blue Cross of Cal.*, 226 Cal. App. 4th 1260,
22 1276 (2014); *see also Lipton v. Superior Court*, 48 Cal. App. 4th 1599, 1616 (1996); *Beverly*
23 *Hospital v. Superior Court*, 19 Cal. App. 4th 1289, 1295 (1993); *Greyhound Corp. v. Superior*
24 *Court of Merced County*, 56 Cal. 2d 355, 376 (1961); *Cembrook v. Superior Court of San*
25 *Francisco*, 56 Cal. 2d 423, 429 (1961) (“Requests for admissions . . . are primarily aimed at
26 setting at rest a triable issue so that it will not have to be tried);² *Hillman v. Stults*, 263 Cal. App.

27

28 ² The foregoing authorities, although disregarded by the City, are cited and discussed in
RHF’s moving papers, specifically in Section IIIA at the outset of RHF’s legal argument.

1 2d 848, 885 (1968) (“The plain language of the admission sections makes it apparent that they
2 were enacted to eliminate the necessity of putting on formal proof of essentially uncontested
3 facts, not as a substitute for trial of genuinely disputed facts”).³

4 The City’s statement which follows its misapplication of *Fairfield* – “Petitioners make no
5 showing that extrinsic evidence is at issue (although they refuse to concede that no such evidence
6 can be introduced) and provide no other reason discovery should proceed and so cannot seek any
7 discovery” – is thus a red herring which only serves to confuse the discovery issue here, which is
8 that the City has provided extremely deficient discovery responses. *See* Opposition at 7:22-25.
9 RHF does not need to concede the admissibility or non-admissibility of evidence at trial at this
10 juncture in the litigation. In sum, the City’s reliance on inapplicable or misconstrued case law,
11 *Town of Tiburon* and *Fairfield*, fails to justify its incomplete and evasive discovery responses
12 and demonstrates the need for an order compelling further responses.

13 **B. The City Fails to Address the Authority Cited in RHF’s Moving Papers.**

14 In citing unpersuasive case law and arguing that discoverability in this case depends on
15 admissibility, the City largely ignores the following: (1) an extensive line of cases have held that
16 admissibility is not the test for discovery; (2) in traditional writ of mandate cases, such as
17 *Outfitter Properties, LLC v. Wildlife Conservation Bd.*, 207 Cal. App. 4th 237, 251 (2012),
18 “extra-record evidence may be admissible to provide background information regarding the
19 quasi-legislative agency decision to establish whether the agency fulfilled its duties in making
20 the decision, or to assist the trial court in understanding the agency’s decision;” and (3)
21 *Westchester Secondary Charter School v. Los Angeles Unified School Dist.*, 237 Cal. App. 4th
22 1226 (2015), is legitimate authority permitting Requests for Admission in *traditional* mandamus
23 cases. Apart from belittling RHF’s reliance on *Westchester Secondary Charter School*, the City
24 fails to address any of the other authority cited in RHF’s moving papers – in particular *Outfitter*

25

³ It appears that the City has no interest in settling even the most basic of facts, such as
26 whether RHF’s properties provide low-income housing to seniors and do not lease space at
27 market value. *See* Section IIIA to the City’s opposition papers. It is difficult to believe that the
28 City would not have the resources to determine whether the subject properties provide low-
income housing to seniors given that the properties are subject to a Regulatory Agreement **with
the City**.

1 *Properties, LLC.* This case was also referred to in RHF’s meet and confer letter dated March 20,
2 2018. (Ex. L to Kim Decl.). The City ignored it and did not cite any legal authority in its
3 subsequent meet and confer communication. (Ex. M to Kim Decl.). It is disingenuous for the
4 City to now argue that it attempted to find common ground when its position was that RHF was
5 precluded from discovery, which is plainly not the case, particularly where the discovery is
6 directed at understanding the parties’ contentions rather than extrinsic evidence.

7 **C. RHF’s Meet and Confer Efforts Were More Than Sufficient.**

8 The City’s claim that RHF’s meet and confer efforts were insufficient is not persuasive
9 and is merely an effort to avoid having to provide code-compliant discovery responses. It is the
10 City which has failed to meet the criteria provided by *Obregon* and *Townsend* (e.g., failing to
11 consider authority provided by RHF even when unable to provide counter authority and insisting
12 that discovery is precluded altogether). In sharp contrast to the City’s approach, RHF considered
13 the position taken by the City during the phone call on March 8, 2018, conducted research, and
14 shared the results of its deliberation. (See Ex. L to Kim Decl. and Supp. Kim Decl. at ¶3). That
15 the City ignored RHF’s analysis and continued to assert that discovery is not admissible, and
16 therefore not permitted in mandamus cases (without citing any case law), does not mean that
17 RHF did not make a good faith attempt to resolve this issue without court intervention.
18 Similarly, that RHF refused to stipulate to the City’s unfair proposition that RHF should stipulate
19 to an evidentiary issue during the discovery process does not mean that RHF did not make a
20 good faith meet and confer effort. To the contrary, RHF declined to move to compel as to a
21 number of RFAs which were the subject of its original meet and confer letter.⁴ The City simply
22 cannot assert with a straight face that the exchange of meet and confer letters plus an hour-long
23 phone call do not constitute sufficient meet and confer efforts.

24 **D. The City Has Not Made a Good Faith Effort to Respond to Discovery.**

25 In Section III of its opposition papers, the City disingenuously claims that it made good

26
27 ⁴ Indeed, in the City’s letter, undated but received on March 23, 2018, the City began by
28 stating, “Thank you for your thoughts on this discovery. I feel like we are making some
headway and have greatly narrowed the disputes.” (Ex. M to Kim Decl.).

1 faith efforts to provide discovery responses, and that RHF has “ample information with which to
2 proceed to trial.” The City’s argument, as with a vast majority of the arguments in its opposition,
3 is unsound. First, answering some but not all of the requests does not mean that the City’s
4 responses were made in good faith. Second, that the City answered other requests does not make
5 its responses to the requests at issue adequate. Third, the City claims that with regard to the
6 discovery in dispute, it had “determined that it needed either more information, or more analysis
7 before it could admit or deny the Requests.” *See* Opposition at 8:14-15. As to this claim, the
8 City never asked for more time to seek the information or develop the analysis it supposedly
9 needed to adequately respond, and instead, staunchly refused to supplement any of its responses
10 after serving them. The time for the City to seek such information or develop such analysis was
11 prior to its deadline to provide answers. Discovery is intended to educate and prepare the parties
12 for trial, eliminating unnecessary guesswork. It is obvious that the City never intended to
13 perform a diligent investigation in order to provide complete discovery responses. Indeed, the
14 City restates in its opposition papers the position it has asserted since the beginning of this
15 discovery dispute: “Nothing further is required.” *See* Opposition 8:26. It is self-serving and
16 disingenuous for the City to now claim that it needed more information or analysis before it
17 could admit or deny the Requests.⁵

18 **1. Requests for Admission Nos. 57 to 59.**

19 Focusing on the substance of these requests, to which the City objected as to relevance
20 (which objection the City did not defend or explain in its opposition), the information they seek
21 pertains to whether RHF’s properties’ “unique characteristics” were considered in their
22 respective assessment amounts, as required by the Engineer’s Report and the law. Commercial
23 use (Request No. 57) is distinguishable from residential and/or mixed-residential use (Request
24 No. 58), and the unique usage of a parcel (e.g., residential, commercial, or nonprofit residential),
25 which must be accounted for, cannot be accounted for by a simple consideration of assessable
26 square footage (Request No. 59).

27

⁵ The City’s objections as to vagueness and ambiguity, although addressed in RHF’s
28 moving papers on Page 7, Lines 7-11, were not discussed in the City’s opposition papers.

1 Additionally, none of the City’s arguments in its opposition excuse the failure to provide
2 proper responses to these requests. First, the City argues that the phrase, “which provide low-
3 income housing to seniors and do not lease space at market value,” rendered the City incapable
4 of responding to Requests for Admission Nos. 57 and 58, and that without this clause, the
5 requests would be entirely different Requests. This argument alone, which is exemplary of the
6 kind of “bickering” which the City supposedly argues against, shows that the City provided
7 evasive discovery responses. Clearly the City understood what the request was asking but
8 decided to rely on a technicality to assert that it lacked sufficient knowledge to admit or deny the
9 matter. This is improper. *See* Code of Civil Procedure § 2033.220 (“Each answer shall . . .
10 [a]dmit so much of the matter involved in the request as is true, either as expressed in the request
11 itself **or as reasonably and clearly qualified by the responding party**”). If, as the City
12 implies, the City would have been able to admit or deny the matter if the clause at issue were not
13 included in the subject requests, the City was required to provide a complete and straightforward
14 answer, qualified with regard to this clause, pursuant to Code of Civil Procedure section
15 2033.220 (b)(1). Thus, despite the City’s argument, its responses remain noncompliant. *See*
16 also *Cembrook v. Superior Court of San Francisco*, 56 Cal. 2d 423, 428 (1961) (It is not a
17 ground for objection that the request is “ambiguous,” unless it is so ambiguous that the
18 responding party cannot in good faith frame an intelligent reply).

19 Second, the City mentions that RHF asked if the City would provide non-evasive answers
20 if the clause at issue were eliminated from the requests during a meet and confer phone call on
21 March 8, 2018. (Supp. Kim Decl. at ¶3). The City asserted, as it asserts in its opposition papers,
22 that this would render the requests entirely different and would require the City to assess a new
23 response for them. *Id.* Thus, RHF was willing to compromise, but the City refused to guarantee
24 complete responses even with the compromise. This is exactly the kind of evasive discovery
25 tactics which has required RHF to file the instant motion.

26 Third, the City argues that the requests are duplicative of other requests, Request Nos. 52
27 and 53. However, based on a careful reading of the language of these requests, these questions
28 are different and the City’s inability to appreciate those differences does not make them

1 duplicative. Specifically, Request No. 57 pertains to whether RHF’s properties were analyzed
2 differently from *other commercial properties*. Request No. 58 pertains to whether RHF’s
3 properties were analyzed differently from *other residential or mixed-residential properties*.
4 Request Nos. 57 and 58 are, in turn, each different from Request No. 59, which asks the City to
5 admit that RHF’s properties are assessed wholly based on square footage. These requests, in
6 turn, differ from Request Nos. 52 and 53. Request No. 52 requests that the City admit that “other
7 characteristics that are unique to an assessed parcel” were not considered in the Engineer’s
8 Report’s analysis, and Request No. 53 requests that the City admit that “particular usage of a
9 parcel” was not considered in the Engineer’s Report’s analysis. RHF made these requests in an
10 effort to organize the different facets of the issues which will go to trial. That RHF is building a
11 case against the City that the assessments are unlawful (which RHF believes are unlawful for a
12 variety of reasons, as distinguished by the various requests) is not a ground for opposing
13 discovery and requesting sanctions.

14 **2. Requests for Admission Nos. 60, 61, and 63**

15 The City makes the unsound argument that because RHF does not specifically reference
16 the Engineer’s Report in these requests, the City is not required to review the Engineer’s Report
17 to conduct its requisite and diligent inquiry. This argument is ungrounded in logic or law, given
18 that the City is required to provide complete answers based on “the information reasonably
19 available to the responding party permits,” which includes the Engineer’s Report whether or not
20 the Engineer’s Report is referred to in the request. *See* Code of Civil Procedure § 2033.220.

21 Although the City argues that Request No. 60 is duplicative of Request No. 45, it fails to
22 explain why it provided different responses to these supposedly identical requests. Based on the
23 City’s contradictory answers alone, the Court should find that these requests are not duplicative.
24 The City’s failure to explain why it provided different responses, while alleging the requests are
25 identical, should also support a finding that the City did indeed provide evasive responses.

26 As to the substance of these requests, to which the City objected as not reasonably likely
27 to lead to admissible evidence (which objection the City did not defend or explain in its
28 opposition), they seek information regarding the *kinds* of services and benefits that are being

1 provided by DCBID, which according to the Engineer’s Report, are substantially tied to the
2 economic vitality and growth of downtown Los Angeles. This is relevant given that Article XIII
3 D § 2 of the California Constitution specifically provides, ““Special benefit’ means a particular
4 and distinct benefit over and above general benefits conferred on real property located in the
5 district or to the public at large. General enhancements of property value does not constitute
6 ‘special benefit.’” Additionally, the California Supreme Court has found that enhancements of
7 economic conditions and quality-of-life generally benefit people broadly, generally, and directly
8 – and that as a result, properties receive a derivative, indirect benefit. *See Silicon Valley*
9 *Taxpayers’ Assn., Inc. v. Santa Clara County Open Space Authority*, 44 Cal.4th 431, 443 (2008).
10 Thus, these requests are aimed at the obvious conflict between the DCBID’s focus on economic
11 growth and the rules regarding special benefits.

12 **3. Request for Admission No. 65**

13 Request for Admission No. 65 requests that the City admit that the Engineer’s Report
14 relied on the California State Legislature’s January 1, 2015 amendments to the California Streets
15 and Highways Code. The City makes the argument that although the Engineer’s Report “refers”
16 to the Streets and Highways Code, it does not “rely on anything except the Engineer’s
17 experience.” This argument is based on a technicality and clearly evasive. Further, it does not
18 justify the City’s failure to comply with Code of Civil Procedure section 2033.220, which
19 requires that responses be full and complete or “as reasonably and clearly qualified by the
20 responding party.” In other words, the City’s argument that “refers to” is different from “rely
21 on” fails to justify the City’s response for lack of sufficient information or knowledge.⁶ The City
22 had the time to determine the answer to this request and its choosing not to do so justifies the
23 instant motion. Moreover, the City’s objection as to relevance is improper because it is relevant
24 to know whether the City relied on these amendments which, RHF intends to argue, seek to

25
26

⁶ It should be noted that RHF learned of the City’s reasoning regarding its response to
27 Request No. 65 from reading the City’s opposition papers. This is so because the City refused to
28 provide any information during the meet and confer process. Further, the City’s responses to
Form Interrogatory 17.1 were also completely devoid of such facts as this, necessitating a
separate motion to compel further responses.

1 supplant the requirements of the California Constitution as interpreted by our Supreme Court in
2 *Silicon Valley*.

3 **4. Request for Admission No. 72**

4 Request for Admission No. 72 requests that the City admit that the Management District
5 Plan contains language pertaining to the “Treatment of Residential Housing.” The Request does
6 not, as the City argues, “confusingly mix[] direct quotes, facts, and conclusions.” It is simply a
7 direct quote, which is not precluded from discovery. *See* Code of Civil Procedure § 2033.010;
8 *see also Hillman v. Stults*, 263 Cal. App. 2d 848, 885 (1968) (finding that it is not a ground for
9 objection that the request calls for facts that are known to the propounder of the requests).
10 Regardless of any such apparent “mixture” that the City perceives, the City was required to
11 provide complete responses pursuant to Code of Civil Procedure section 2033.220. Moreover,
12 this request is aimed at supporting one of RHF’s contentions, which is that its properties, which
13 are exclusively used to provide residential housing for low-income seniors, should be excluded
14 from DCBID’s assessments based on the language of the “Treatment of Residential Housing,”
15 contained in the Management District Plan. It is not a contentious fact to admit to and is rather
16 simple. Thus, it is confusing why the City would be so contentious about it, requiring RHF to
17 seek court intervention to obtain a simple answer to a simple question.

18 **5. Requests for Admission Nos. 76, 78, and 82.**

19 These requests seek information related to how general benefits are analyzed to ensure
20 that assessments are exclusively based on special benefits, as required by the law. *See* Cal.
21 Const. art. XIII D § 4. The Engineer’s Report only accounts for 13 parcels in its analysis of
22 general benefit to parcels outside of the district’s boundaries, and those parcels which are not
23 immediately adjacent to DCBID or a part of another assessment district, are not considered in the
24 analysis. (*See ¶¶ 20-23 of Ex. O to Kim Decl.*). RHF also requested that the City admit that the
25 City’s definition of “public at large” excludes *people* outside the boundaries of DCBID, which
26 RHF believes is a critical flaw in reasoning, and therefore, in the Engineer’s Report’s general
27 benefit analysis.

28 The City’s arguments in its opposition do not obviate the City’s obligation under

1 discovery rules and procedures. It should be noted that the City provides an explanation as to its
2 discovery response with regard to Request No. 76, but does not provide any argument
3 specifically addressing Request Nos. 78 and 82. It should further be noted that the City did not
4 provide the explanation it provides with regard to Request No. 76 during the discovery or meet
5 and confer process.⁷ In any event, the City's belated contentions do not excuse it from providing
6 a straightforward response. Indeed, the City admits that it "is still considering the matter and
7 may agree with the Request in the end." Opposition at 12:3-4. RHF is entitled to a
8 straightforward response now, not later.

9 **E. Sanctions Are Not Warranted.**

10 Sanctions, as requested by the City, are not appropriate and should be denied. Based on
11 the discussion above, RHF acted with substantial justification in making the instant motion. The
12 City, not RHF, has refused to engage in any meaningful discussion of the Requests at issue.
13 Additionally, the City fails to identify the statutory authority under which it seeks sanctions.
14 Further, the City fails to identify in its Memorandum of Points and Authorities the amount of
15 sanctions it seeks.⁸ Lastly, the City has failed to identify **who** should be sanctioned. Thus, on
16 both substantive and procedural grounds, the request should be denied.

17 DATED: May 23, 2018

REUBEN RAUCHER & BLUM

18
19 By: 
Stephen L. Raucher
20 Attorneys for Plaintiffs/Petitioners

21
22 ⁷ The City's Form Interrogatory 17.1 responses are subject to a separate motion, even
23 though the City discusses them in its opposition on Page 4, Lines 18-24. In those responses, the
24 City failed to provide any statements in support of its RFA responses as it was required to do.
Instead, the City referred to all of the documents set forth in the RFAs without any regard for
whether those documents support its responses to the RFAs. As the City explains, RHF took
issue with this and advised the City that it was not sufficient to simply refer to all the documents.

25 ⁸ It should be noted that in his declaration, the City's counsel claims RHF's lead
26 attorney's billing rate of \$625 per hour. However, the majority of services provided in
27 connection with this discovery dispute were provided by an associate attorney at a billing rate of
\$275 per hour. Accordingly, in the event that the City prevails on its request for sanctions, RHF
28 requests that the Court use the associate's billing rate. Additionally, the City's counsel's
approximation of a total of 29 hours of services is unreasonable.

SUPPLEMENTAL DECLARATION OF HANA S. KIM

I, HANA S. KIM, declare as follows:

1. I am an attorney at law, duly licensed to practice in the State of California. I am
an associate at the firm of Reuben Raucher & Blum, attorneys of record for Petitioner/Plaintiff
Hill RHF Housing Partners, L.P. and Petitioner/Plaintiff Olive RHF Housing Partners, L.P.
(collectively, “RHF”). I have a billing rate of \$275 per hour. I have direct personal knowledge
of the facts set forth herein, and if called as a witness, I could and would competently testify to
those facts under oath.

9 2. On March 8, 2018, Mr. Whitley and I discussed at length the discovery issues
10 raised in my meet and confer letter of March 6, 2018, attached as Exhibit G to RHF's moving
11 papers. The phone call lasted for a little over an hour. Unfortunately, we were not able to come
12 to a resolution because the majority of the time was spent discussing whether discovery was
13 permitted in writ cases. I argued that RHF was entitled to discovery. The City countered that
14 discovery was "pointless," "annoying" and "uncommon" in writ cases. The City reverted to this
15 argument when I tried to discuss the individual discovery requests.

16 3. With regard to Request Nos. 57 to 59, addressed on Page 9 of the City's
17 opposition, I did ask the City if it would provide a more complete response if I eliminated the
18 references to RHF's properties as low-income housing. The City cryptically responded that if I
19 reissued those requests, then the City would re-answer those requests. I understood this to mean
20 that the City may again respond with the same incomplete response. The City continued to
21 remind me throughout our conversation that discovery was not permitted in writ cases.

22 4. During our conversation, the City threatened that if RHF filed papers in
23 connection with discovery, it too would file papers and seek sanctions. I informed the City that I
24 was interested in resolving this issue without court intervention. We agreed that the discovery
25 dispute turned on whether discovery is permitted in writ cases, and I asked that the City provide
26 a letter response with the City's discussion of the issue for purposes of further discussion
27 (memorialized in Ex. H to RHF's moving papers). After receiving the City's undated letter on

1 March 15, 2018 (Ex. I to RHF's moving papers), which did not contain any legal authority, I
2 conducted further research on the issue, which was memorialized in my letter dated March 20,
3 2018 (Ex. L to RHF's moving papers).

4 5. During our conversation on March 8, 2018, the City informed me that the only
5 reason it issued discovery was because RHF had issued discovery. Regardless of the City's
6 intentions when issuing discovery, RHF has since supplemented its responses to the City's Form
7 Interrogatories as I indicated in my letter of April 3, 2018 to the City, attached as Exhibit K to
8 RHF's moving papers. True and correct copies of RHF's supplemental responses are hereto
9 attached as **Exhibit 1**.

10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct.

12 || Executed this 23rd day of May, 2018 at Los Angeles, California.

Hana S. Kim
HANA S. KIM

1 Timothy D. Reuben, Esq. [State Bar #94312]
2 Stephen L. Raucher, Esq. [State Bar #162795]
3 Hana S. Kim, Esq. [State Bar #313178]
4 **REUBEN RAUCHER & BLUM**
5 12400 Wilshire Boulevard, Suite 800
6 Los Angeles, California 90025
7 Telephone: (310) 777-1990
8 Facsimile: (310) 777-1989

9
10
11 Attorneys for Plaintiffs Hill RHF Housing Partners, L.P.
12 and Olive RHF Housing Partners, L.P.

13
14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16
17 **FOR THE COUNTY OF LOS ANGELES**

18 HILL RHF HOUSING PARTNERS, L.P., a
19 California limited partnership; OLIVE RHF
20 HOUSING PARTNERS, L.P., a California limited
21 partnership,

22 Plaintiff,

23 vs.

24 CITY OF LOS ANGELES; DOWNTOWN
25 CENTER BUSINESS IMPROVEMENT
26 DISTRICT, a special assessment district in the
27 City of Los Angeles; DOWNTOWN CENTER
28 BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT CORPORATION, a California
nonprofit corporation; and DOES 1 through 10,
inclusive,

29 Defendant.

30 Case No.: BS 170127

31 [Assigned to Hon. Amy D. Hogue, Dept. 86;
32 Related to Case No. BS170352]

33
34 **RESPONDING PARTY HILL RHF**
35 **HOUSING PARTNER, L.P.'S**
36 **SUPPLEMENTAL RESPONSES TO**
37 **PROPOUNDING PARTY CITY OF LOS**
38 **ANGELES'S FORM INTERROGATORIES,**
39 **SET ONE**

40
41 **PROPOUNDING PARTY:**

42 **CITY OF LOS ANGELES**

43 **RESPONDING PARTY:**

44 **HILL RHF HOUSING PARTNERS, L.P.**

45 **SET NUMBER:**

46 **ONE (Nos. 1, 17)**

47
48 Plaintiff Hill RHF Housing Partners, L.P. ("Responding Party") hereby supplements its
49 responses to Defendant City of Los Angeles's ("Propounding Party") First Set of Form

Interrogatories as follows:

I.

PRELIMINARY STATEMENT

The Responses which are set forth below are submitted based upon current knowledge of the Responding Party as was reasonable under the circumstances of this discovery request. Responding Party reserves the right to supplement their Responses as may be appropriate in light of further discovery or investigation, or for any other reason.

III.

GENERAL OBJECTIONS

Responding Party interposes the following General Objections to the Interrogatories. These objections are made to the Interrogatories in general and to each of the individual Interrogatories and are incorporated by reference into each of the individual Interrogatories which are also set forth below:

1. Responding Party objects to each of the Interrogatories to the extent they seek information which is protected from disclosure and discovery by virtue of the attorney-client privilege and the work-product doctrine or by any other applicable privileges. Responding Party does intend to and hereby claims all privileges with respect to such information.

2. Responding Party objects to each of the Interrogatories insofar as they unnecessarily require the disclosure of private, confidential or proprietary or trade secret information and which are otherwise unnecessarily intrusive when other less intrusive methods of discovery are available. Responding Party claims all privileges with respect to such information and will not produce any such documentation.

3. Responding Party objects to each of the Interrogatories to the extent that they are over broad, burdensome, harassing and oppressive and/or because adequate discovery could be achieved through less intrusive means.

4. Responding Party objects to each of the Interrogatories to the extent they seek information which is irrelevant to the subject matter of this action and not calculated to lead to the discovery of admissible evidence.

5. Responding Party objects to each of the Interrogatories to the extent that they are vague or ambiguous and/or otherwise violate Code of Civil Procedure §2030.010, et seq.

6. Responding Party objects to each of the Interrogatories to the extent that they seek information which is not in its possession or under its control and/or which is equally available to the party propounding the Interrogatories.

7. Responding Party objects to each of the Interrogatories on the grounds and to the extent that they are compound, conjunctive, or disjunctive, and violate Code of Civil Procedure §2030.060(f).

III.

SPECIFIC RESPONSES

By making the Responses set forth below, Responding Party does not waive the foregoing general objections.

FORM INTERROGATORY NO. 1.1:

State the name, ADDRESS, telephone number, and relationship to you of each PERSON who prepared or assisted in the preparation of the responses to these interrogatories. (*Do not identify anyone who simply typed or reproduced the responses.*)

SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 1.1:

Deborah J. Stouff, the Corporate Secretary for Retirement Housing Foundation; Stuart Hartman, the Vice President of Affordable Housing Operations for Retirement Housing Foundation; and Responding Party's counsel can be reached at 12400 Wilshire Boulevard, Suite 800, Los Angeles, CA 90025, (310) 777-1990.

FORM INTERROGATORY NO. 17.1:

Is your response to each request for admission served with these interrogatories an unqualified admission? If not, for each response that is not an unqualified admission:

(a) State the number of the request;

(b) state all facts upon which you base your response;

(c) state the names, ADDRESSES, and telephone numbers of all PERSONS who have knowledge of those facts; and

(d) identify all DOCUMENTS and other tangible things that support your response and state the name, ADDRESS, and telephone number of the PERSON who has each DOCUMENT or thing.

ORIGINAL RESPONSE TO FORM INTERROGATORY NO. 17.1:

(a) Requests for Admission Nos. 1-8, 10-12

(b) Article XIII D § 2 of the California Constitution provides, “‘Special benefit’ means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute ‘special benefit.’” Additionally, Article XIII D § 4 provides, “No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.” Accordingly, special benefits are limited to those which are conferred on the real properties being assessed, and all other benefits are general benefits, including those which are conferred on persons and businesses within and outside the boundaries of the DCBID and properties outside the boundaries of the DCBID. Additionally, Section 2(i) of Article XIII D of the California Constitution recognizes that “general benefits are not restricted to benefits conferred only persons and property outside the assessment district, but can include benefits both ‘conferred on real property located *in the district* or to the public at large.’” *Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara County Open Space Authority*, 44 Cal.4th 431, 455 (2008) (finding the subject Engineer’s Report unlawful because it assumed that “people and property within the district . . . will receive *no* general benefit at all, *only* special benefits . . . [b]ut under these circumstances, ‘[i]f everything is special, then nothing is special’”).

The state of California recognizes that “virtually all public improvement projects provide general benefits.” *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516, 1531 (2010); *see also Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416, 439 (2011); *see also Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara County Open Space Authority*, 44 Cal.4th 431, 443 (2008) (finding that the enhancement of economic conditions and quality-of-life generally benefit people broadly, generally, and directly – and that as a result, properties receive a derivative, indirect benefit). The services provided by the DCBID – which

1 are intended to provide, and do provide, enhanced economic and quality-of-life conditions – are
2 no exception. The Engineer’s Report prepared in connection with the DCBID provides that the
3 DCBID will provide the following services, the benefits of which constitute, at least in part,
4 general benefits: (1) the Safe Team Program, which will provide security services; (2) the Clean
5 Program, which will provide cleaning services; (3) various economic development and
6 marketing programs “to communicate the changes that are taking place” and “to enhance the
7 positive perception of [the DCBID];” and (4) management services. All categories of services
8 will provide general benefits, some, but not all, of which are recognized and quantified in the
9 Engineer’s Report prepared in connection with the DCBID. Although not recognized by the
10 Engineer’s Report, both the economic development and marketing programs and the
11 management services will generally benefit the public at large. As to the marketing and
12 economic development programs specifically, the Engineer’s Report improperly assumes that an
13 increase in publicity will affect people and property equally and fails to recognize that these
14 programs will benefit the public at large, benefitting all people broadly and generally, within or
15 not within the DCBID, and as a consequence, generally benefit the assessed properties within the
16 DCBID.

17 (c) Responding Party and Responding Party’s counsel.

18 (d) Propounding Party is in possession of, or has access to, the following documents:
19 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer’s Report dated March 2017;
20 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
21 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers’ Assn., Inc. v.*
22 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
23 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)
24 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

25
26 (a) **Request for Admission No. 9**

27 (b) Responding Party, whose general partner is a nonprofit provider of housing and
28 services to low-income seniors, owns and operates property within the Downtown Center

1 Business Improvement District which renewed term commenced on January 1, 2018 (“the
2 DCBID”), and is exempt from property taxes and several other types of taxes, fees and
3 assessments. Pursuant to the Regulatory Agreement and Declaration of Restrictive Covenants
4 dated October 1, 2008, the subject property is restricted as a “qualified residential rental
5 property.” As such, the subject property does not enjoy the same ability as other private
6 residential properties to lease units at market value, and therefore, any increases in lease rates or
7 commercial activity will not benefit the subject property in the same quantity or manner as they
8 will benefit other properties within the DCBID, if at all.

9 (c) Responding Party and Responding Party’s counsel.
10 (d) Propounding Party is in possession of, or has access to, the Regulatory Agreement
11 and Declaration of Restrictive Covenants dated October 1, 2008.

12
13 (a) **Request for Admission No. 13**

14 (b) Responding Party has not waived any rights to relief relating to the DCBID’s
15 assessments. Specifically, Responding Party did not waive any such rights when executing the
16 Settlement Agreement dated February 2013 which settled LASC Case No. BS138416.

17 (c) Responding Party, Responding Party’s counsel, Propounding Party, and
18 Propounding Party’s counsel.

19 (d) Responding Party is not yet in possession of the hearing transcript from January
20 31, 2018, but the Court agreed that the Settlement Agreement does not preclude Responding
21 Party from seeking relief related to the DCBID. Propounding Party is in possession of, or has
22 access to, the January 31, 2018 Order Denying Motion to Enter Judgment Enforcing Settlement
23 Agreement, in connection with the Settlement Agreement referenced in (b).

24
25 (a) **Request for Admission No. 14**

26 (b) No, Responding Party’s claims related to the DCBID’s assessments are not barred
27 by the doctrine of unclean hands.

28 (c) Responding Party and Responding Party’s counsel.

1 (d) None.

2

3 (a) **Request for Admission No. 15**

4 (b) No, Responding Party's claims related to the DCBID's assessments are not barred
5 for failure to exhaust administrative remedies prior to filing the Petition and Complaint.
6 Responding Party filed the instant lawsuit in compliance with California Streets and Highways
7 Code Section 36633, which instructs that an action challenging the validity of a business
8 improvement district's assessments be commenced 30 days after the adoption of the resolution
9 levying the assessments.

10 (c) Responding Party, Responding Party's counsel, Propounding Party, and
11 Propounding Party's counsel.

12 (d) Propounding Party is in possession of, or has access to, the Petition and
13 Complaint, filed July 3, 2017, as well as the exhibits attached thereto.

14

15 (a) **Request for Admission No. 16**

16 (b) No, Responding Party has not concealed, failed to disclose, or misrepresented
17 material facts.

18 (c) Responding Party and Responding Party's counsel.

19 (d) None.

20

21 (a) **Request for Admission No. 17**

22 (b) Pursuant to Section 4(a) of Article XIII D of the California Constitution, “[t]he
23 proportionate special benefit derived by each identified parcel shall be determined in relationship
24 to the entirety of the capital cost of . . . the property related service being provided,” and
25 therefore, the failure to correctly analyze and quantify the special benefit conferred on the
26 subject property renders assessments levied on other properties within the DCBID
27 unconstitutional. *See Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal.
28 App. 4th 416 (2011) (directing the trial court to order the issuance of a writ vacating the City's

1 resolution forming the subject business improvement district and invalidating the assessments
2 imposed by that district); *see also Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010)
3 (directing the trial court to issue a judgment vacating the county's resolution establishing the
4 subject business improvement district and invalidating the assessment).

5 (c) Responding Party and Responding Party's counsel.

6 (d) Propounding Party is in possession of, or has access to, the California
7 Constitution and the cases cited above in (b).

8
9 (a) **Request for Admission No. 18**

10 (b) No, Responding Party's claims related to the DCBID's assessments are not barred
11 for failure "to take reasonable and/or necessary steps in order to mitigate, lessen, reduce and
12 minimize said damages and losses, including exhaustion of administrative remedies."
13 Responding Party filed the instant lawsuit in compliance with California Streets and Highways
14 Code Section 36633, which instructs that an action challenging the validity of a business
15 improvement district's assessments be commenced 30 days after the adoption of the resolution
16 levying the assessments.

17 (c) Responding Party, Responding Party's counsel, Propounding Party, and
18 Propounding Party's counsel.

19 (d) Propounding Party is in possession of, or has access to, the Petition and
20 Complaint, filed July 3, 2017, as well as the exhibits attached thereto.

21
22 (a) **Request for Admission No. 19**

23 (b) No, Responding Party will not be unjustly enriched by the DCBID's services
24 unless Responding Party pays the special assessment amount calculated in the Engineer's Report
25 dated March 2017. The Engineer's Report fails to analyze, and therefore properly quantify, what
26 special benefits the DCBID's services will confer on Responding Party's property.

27 (c) Responding Party and Responding Party's counsel.

28 (d) Propounding Party is in possession of the Engineer's Report dated March 2017.

SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 17.1:

(a) Request for Admission No. 1

(b) Article XIII D § 2 of the California Constitution provides, “Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” Thus, benefits enjoyed by people do not constitute special benefits, and are, therefore, general benefits. Accordingly, persons within the boundaries of the DCBID will receive general benefits from the services provided by the DCBID directly and/or as part of the public at large.

(c) Responding Party and Responding Party's counsel.

(d) Propounding Party is in possession of, or has access to, the following documents:

(1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer’s Report dated March 2017; (3) the Management District Plan dated March 2017; (4) Article XIII D of the California Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7) *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

(a) Request for Admission No. 2

(b) The state of California recognizes that “virtually all public improvement projects provide general benefits.” *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516, 1531 (2010); *see also Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416, 439 (2011); *see also Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara County Open Space Authority*, 44 Cal.4th 431, 443 (2008) (finding that the enhancement of economic conditions and quality-of-life generally benefit people broadly, generally, and directly – and that as a result, properties receive a derivative, indirect benefit). The services provided by the DCBID – which are intended to provide, and do provide, enhanced economic and quality-of-life conditions – are no exception. The Engineer’s Report prepared in connection with the DCBID provides that the DCBID will provide the following services, the benefits of which constitute, at

1 least in part, general benefits: (1) the Safe Team Program, which will provide security services;
2 (2) the Clean Program, which will provide cleaning services; (3) various economic development
3 and marketing programs “to communicate the changes that are taking place” and “to enhance the
4 positive perception of [the DCBID];” and (4) management services. All categories of services
5 will provide general benefits, some, but not all, of which are recognized and quantified in the
6 Engineer’s Report prepared in connection with the DCBID.

7 Although not recognized by the Engineer’s Report, both the economic development and
8 marketing programs and the management services will also generally benefit the public at large,
9 benefitting all people broadly and generally, within or not within the DCBID, and as a
10 consequence, generally benefit the assessed properties within the DCBID. Additionally, Article
11 XIII D § 2 of the California Constitution recognizes that general enhancement of property value
12 does not constitute “special benefit.” Thus, properties within the boundaries of the DCBID will
13 further generally benefit by the increases to their value as a result of the DCBID’s services.

14 (c) Responding Party and Responding Party’s counsel.

15 (d) Propounding Party is in possession of, or has access to, the following documents:
16 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer’s Report dated March 2017;
17 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
18 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers’ Assn., Inc. v.*
19 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
20 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)
21 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

22
23 (a) **Request for Admission No. 3**

24 (b) The state of California recognizes that “virtually all public improvement projects
25 provide general benefits.” *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516, 1531 (2010);
26 *see also Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th
27 416, 439 (2011); *see also Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara County Open*
28 *Space Authority*, 44 Cal.4th 431, 443 (2008) (finding that the enhancement of economic

1 conditions and quality-of-life generally benefit people broadly, generally, and directly – and that
2 as a result, properties receive a derivative, indirect benefit). The services provided by the
3 DCBID – which are intended to provide, and do provide, enhanced economic and quality-of-life
4 conditions – are no exception and businesses within the boundaries of the DCBID receive these
5 general benefits. The Engineer’s Report prepared in connection with the DCBID provides that
6 the DCBID will provide the following services, the benefits of which constitute, at least in part,
7 general benefits: (1) the Safe Team Program, which will provide security services; (2) the Clean
8 Program, which will provide cleaning services; (3) various economic development and
9 marketing programs “to communicate the changes that are taking place” and “to enhance the
10 positive perception of [the DCBID];” and (4) management services. All categories of services
11 will provide general benefits, some, but not all, of which are recognized and quantified in the
12 Engineer’s Report prepared in connection with the DCBID. Businesses, whose profitability,
13 marketability, and values increase with the DCBID’s services, will generally benefit from the
14 services provided by the DCBID.

15 Although not recognized by the Engineer’s Report, both the economic development and
16 marketing programs and the management services will also generally benefit the public at large,
17 benefitting all people broadly and generally, within or not within the DCBID, and as a
18 consequence, generally benefit the assessed properties, including those which are used for
19 businesses, within the DCBID. Additionally, Article XIII D § 2 of the California Constitution
20 recognizes that general enhancement of property value does not constitute “special benefit.”
21 Thus, properties within the boundaries of the DCBID, including those which are used for
22 businesses, will further generally benefit by the increases to their value as a result of the
23 DCBID’s services.

24 (c) Responding Party and Responding Party’s counsel.

25 (d) Propounding Party is in possession of, or has access to, the following documents:
26 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer’s Report dated March 2017;
27 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
28 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers’ Assn., Inc. v.*

Santa Clara County Open Space Authority, 44 Cal.4th 431 (2008); (6) *Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7) *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

(a) Request for Admission No. 4

(b) Article XIII D § 2 of the California Constitution provides, “‘Special benefit’ means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” Thus, benefits enjoyed by people do not constitute special benefits, and are, therefore, general benefits, and the people outside of the DCBID’s boundaries will receive general benefits from the DCBID’s services, including: (1) the Safe Team Program, which will provide security services; (2) the Clean Program, which will provide cleaning services; (3) various economic development and marketing programs “to communicate the changes that are taking place” and “to enhance the positive perception of [the DCBID];” and (4) management services. Although not recognized by the Engineer’s Report, both the economic development and marketing programs and the management services will generally benefit the public at large, including the people outside of the DCBID’s boundaries. Specifically as to the programs which are intended to communicate the DCBID community’s growth and “changes that are taking place,” those are arguably directed at the people outside the boundaries of the DCBID, who will thus receive the general benefits of those programs.

(c) Responding Party and Responding Party's counsel.

(d) Propounding Party is in possession of, or has access to, the following documents:

- (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer's Report dated March 2017;
- (3) the Management District Plan dated March 2017; (4) Article XIII D of the California Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers' Assn., Inc. v. Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7) *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

(a) Request for Admission No. 5

(b) The Engineer's Report itself identifies 13 parcels outside of the DCBID's boundaries (which are immediately adjacent to the DCBID's boundaries but which are not within the boundaries of other adjacent business improvement districts) as receiving general benefits. These 13 parcels do not account for other parcels outside of the DCBID's boundaries which receive general benefits from the DCBID's services, given that parcels do not have to be immediately adjacent to the DCBID's boundaries or not a part of other business improvement districts in order to receive general benefits.

(c) Responding Party and Responding Party's counsel.

(d) Propounding Party is in possession of, or has access to, the following documents:

(1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer's Report dated March 2017; (3) the Management District Plan dated March 2017; (4) Article XIII D of the California Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers' Assn., Inc. v. Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7) *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

(a) Request for Admission No. 6

(b) The services provided by the DCBID – which are intended to provide, and do provide, enhanced economic and quality-of-life conditions – will provide general benefits, some, but not all, of which are recognized and quantified in the Engineer’s Report prepared in connection with the DCBID. Businesses outside of the DCBID’s boundaries will indirectly, and therefore generally benefit from the increased profitability, marketability, and value of the businesses and properties within the DCBID’s boundaries. Businesses which are outside the boundaries of the DCBID are part of the public at large, and therefore, will benefit from the DCBID’s services.

(c) Responding Party and Responding Party's counsel.

(d) Propounding Party is in possession of, or has access to, the following documents:

1 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer's Report dated March 2017;
2 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
3 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers' Assn., Inc. v.*
4 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
5 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)
6 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

7

8 (a) **Request for Admission No. 7**

9 (b) The assessing agency, by way of the Engineer's Report, has the burden of
10 showing that special benefits are conferred on parcels which are assessed. The Engineer's
11 Report's failing to make such an adequate showing as to RHF's properties precludes RHF's
12 ability to admit or deny this request.

13 (c) Responding Party and Responding Party's counsel.

14 (d) Propounding Party is in possession of, or has access to, the following documents:
15 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer's Report dated March 2017;
16 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
17 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers' Assn., Inc. v.*
18 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
19 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)
20 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

21

22 (a) **Request for Admission No. 8**

23 (b) The assessing agency, by way of the Engineer's Report, has the burden of
24 showing that special benefits are conferred on parcels which are assessed. The Engineer's
25 Report's failing to make such an adequate showing as to RHF's properties precludes RHF's
26 ability to admit or deny this request.

27 (c) Responding Party and Responding Party's counsel.

28 (d) Propounding Party is in possession of, or has access to, the following documents:

1 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer’s Report dated March 2017;
2 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
3 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers’ Assn., Inc. v.*
4 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
5 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)
6 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

7

8 (a) **Request for Admission No. 10**

9 (b) The Engineer’s Report prepared in connection with the DCBID provides that the
10 DCBID will provide the following services, the benefits of which constitute, at least in part,
11 general benefits: (1) the Safe Team Program, which will provide security services; (2) the Clean
12 Program, which will provide cleaning services; (3) various economic development and
13 marketing programs “to communicate the changes that are taking place” and “to enhance the
14 positive perception of [the DCBID];” and (4) management services. All categories of services
15 will provide direct benefits to people (e.g., security services, special events, cleaner streets).
16 However, benefits to people, direct or indirect, do not constitute special benefits pursuant to the
17 California Constitution. Additionally, to the extent that the marketing and economic
18 development programs provide special benefits – if any – those benefits would directly benefit
19 the public at large, which includes not only the assessed properties in the DCBID’s boundaries,
20 but also the people inside and outside of the DCBID’s boundaries, as well as parcels outside of
21 the DCBID’s boundaries.

22 (c) Responding Party and Responding Party’s counsel.

23 (d) Propounding Party is in possession of, or has access to, the following documents:
24 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer’s Report dated March 2017;
25 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
26 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers’ Assn., Inc. v.*
27 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
28 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)

1 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

2

3 (a) **Request for Admission No. 11**

4 The state of California recognizes that “virtually all public improvement projects provide
5 general benefits.” *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516, 1531 (2010); *see also*
6 *Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416, 439
7 (2011); *see also Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara County Open Space*
8 *Authority*, 44 Cal.4th 431, 443 (2008) (finding that the enhancement of economic conditions and
9 quality-of-life generally benefit people broadly, generally, and directly – and that as a result,
10 properties receive a derivative, indirect benefit). The services provided by the DCBID – which
11 are intended to provide, and do provide, enhanced economic and quality-of-life conditions – are
12 no exception. The Engineer’s Report prepared in connection with the DCBID provides that the
13 DCBID will provide the following services, the benefits of which constitute, at least in part,
14 general benefits: (1) the Safe Team Program, which will provide security services; (2) the Clean
15 Program, which will provide cleaning services; (3) various economic development and
16 marketing programs “to communicate the changes that are taking place” and “to enhance the
17 positive perception of [the DCBID];” and (4) management services. All categories of services
18 will provide general benefits, some, but not all, of which are recognized and quantified in the
19 Engineer’s Report prepared in connection with the DCBID. Although not recognized by the
20 Engineer’s Report, both the economic development and marketing programs and the
21 management services will generally benefit the public at large. As to the marketing and
22 economic development programs specifically, the Engineer’s Report improperly assumes that an
23 increase in publicity will affect people and property equally and fails to recognize that these
24 programs will benefit the public at large, benefitting all people broadly and generally, within or
25 not within the DCBID, and as a consequence, derivatively and indirectly (i.e., generally) benefit
26 the assessed properties within the DCBID.

27 (b) Responding Party and Responding Party’s counsel.

28 (c) Propounding Party is in possession of, or has access to, the following documents:

1 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer’s Report dated March 2017;
2 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
3 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers’ Assn., Inc. v.*
4 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
5 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)
6 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

7

8 (a) **Request for Admission No. 12**

9 (b) The state of California recognizes that “virtually all public improvement projects
10 provide general benefits.” *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516, 1531 (2010);
11 *see also Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th
12 416, 439 (2011); *see also Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara County Open*
13 *Space Authority*, 44 Cal.4th 431, 443 (2008) (finding that the enhancement of economic
14 conditions and quality-of-life generally benefit people broadly, generally, and directly – and that
15 as a result, properties receive a derivative, indirect benefit). The services provided by the
16 DCBID – which are intended to provide, and do provide, enhanced economic and quality-of-life
17 conditions – are no exception. The Engineer’s Report prepared in connection with the DCBID
18 provides that the DCBID will provide the following services, the benefits of which constitute, at
19 least in part, general benefits: (1) the Safe Team Program, which will provide security services;
20 (2) the Clean Program, which will provide cleaning services; (3) various economic development
21 and marketing programs “to communicate the changes that are taking place” and “to enhance the
22 positive perception of [the DCBID];” and (4) management services. All categories of services
23 will provide general benefits, some, but not all, of which are recognized and quantified in the
24 Engineer’s Report prepared in connection with the DCBID. These services will benefit the
25 public at large, and not just the assessed properties within the DCBID’s boundaries. Although
26 not recognized by the Engineer’s Report, both the economic development and marketing
27 programs and the management services will generally benefit the public at large. As to the
28 marketing and economic development programs specifically, the Engineer’s Report improperly

1 assumes that an increase in publicity will affect people and property equally and fails to
2 recognize that these programs will benefit the public at large, benefitting all people broadly and
3 generally, within or not within the DCBID, and as a consequence, generally benefit the assessed
4 properties within the DCBID.

5 (c) Responding Party and Responding Party's counsel.

6 (d) Propounding Party is in possession of, or has access to, the following documents:

7 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer's Report dated March 2017;
8 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
9 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers' Assn., Inc. v.*
10 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
11 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)
12 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

13
14 DATED: April 19, 2018

REUBEN RAUCHER & BLUM

15
16 By: Stephen Raucher
17 Stephen Raucher, Esq.
18 Attorneys for Hill RHF Housing Partners L.P.
19
20
21
22
23
24
25
26
27
28

VERIFICATION

2 I, Deborah J. Stouff, am the Corporate Secretary of RHF Bunker Hill Corporation and am
3 authorized to make this verification on behalf of Plaintiffs. I have read the foregoing
4 **RESPONDING PARTY HILL RHF HOUSING PARTNER, L.P.'S SUPPLEMENTAL**
5 **RESPONSES TO PROPOUNDING PARTY CITY OF LOS ANGELES'S FORM**
6 **INTERROGATORIES, SET ONE** served by Petitioner City of Los Angeles and know its
7 contents. I am informed and believe that the matters stated in the foregoing document are true
8 and on that basis allege that the matters stated therein are true.

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct. Executed this 23rd day of April, 2018 at Los Angeles, California.

Deborah J. Stouff
Deborah J. Stouff

VERIFICATION

PROOF OF SERVICE BY E-MAIL

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is **12400 Wilshire Boulevard, Suite 800, Los Angeles, California 90025**.

On April 23, 2018, I served the foregoing document described as:

**RESPONDING PARTY HILL RHF HOUSING PARTNER, L.P.'S
SUPPLEMENTAL RESPONSES TO PROPOUNDING PARTY CITY OF LOS
ANGELES'S FORM INTERROGATORIES, SET ONE**

on all interested parties in this action by *emailing* a true copy thereof to counsel for all interested parties pursuant to the Consent to Electronic Service And Notice of Electronic Notification Address in accordance with California Rules of Court 2.251 as follows:

<p>Daniel M. Whitley, Esq. Deputy City Attorney City Hall East 200 N. Main Street, Room 920 Los Angeles, CA 90012 Telephone: (213) 978-7786 Facsimile: (213) 978-7811 Email: daniel.whitley@lacity.org</p>	<p>Michael G. Colantuono, Esq Holly O. Whatley, Esq. Pamela K. Graham, Esq. Colantuono, Highsmith & Whatley, PC 790 East Colorado Boulevard, Suite 850 Pasadena, CA 91101 Telephone: (213) 542-5700 Facsimile: (213) 542-5710 Email: mcolantuono@chwlaw.us Email: hwhatley@chwlaw.us Email: pgraham@chwlaw.us</p>
---	---

I am familiar with the office practice of Reuben Raucher & Blum for collecting and processing documents for delivery by E-mail. Under that practice, documents and email by Reuben Raucher & Blum personnel responsible for emailing are transmitted on that same day in the ordinary course of business. I emailed the above referenced documents, by agreement of the parties, to the address listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 23, 2018, at Los Angeles, California.



Nathalie Quach

Timothy D. Reuben, Esq. [State Bar #94312]
Stephen L. Raucher, Esq. [State Bar #162795]
Hana S. Kim, Esq. [State Bar #313178]
REUBEN RAUCHER & BLUM
12400 Wilshire Boulevard, Suite 800
Los Angeles, California 90025
Telephone: (310) 777-1990
Facsimile: (310) 777-1989

Attorneys for Plaintiffs Hill RHF Housing Partners, L.P.
and Olive RHF Housing Partners, L.P.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

HILL RHF HOUSING PARTNERS, L.P., a California limited partnership; OLIVE RHF HOUSING PARTNERS, L.P., a California limited partnership,

Plaintiff,

VS.

CITY OF LOS ANGELES; DOWNTOWN CENTER BUSINESS IMPROVEMENT DISTRICT, a special assessment district in the City of Los Angeles; DOWNTOWN CENTER BUSINESS IMPROVEMENT DISTRICT MANAGEMENT CORPORATION, a California nonprofit corporation; and DOES 1 through 10, inclusive,

Defendant.

Case No.: BS 170127

[Assigned to Hon. Amy D. Hogue, Dept. 86;
Related to Case No. BS170352]

**RESPONDING PARTY OLIVE RHF
HOUSING PARTNER, L.P.'S
SUPPLEMENTAL RESPONSES TO
PROPOUNDING PARTY CITY OF LOS
ANGELES'S FORM INTERROGATORIES,
SET ONE**

PROPOUNDING PARTY:

CITY OF LOS ANGELES

RESPONDING PARTY:

OLIVE RHF HOUSING PARTNERS, L.P.

SET NUMBER:

ONE (Nos. 1, 17)

Plaintiff Olive RHF Housing Partners, L.P. (“Responding Party”) hereby supplements its responses to Defendant City of Los Angeles’s (“Propounding Party”) First Set of Form

Interrogatories as follows:

I.

PRELIMINARY STATEMENT

The Responses which are set forth below are submitted based upon current knowledge of the Responding Party as was reasonable under the circumstances of this discovery request. Responding Party reserves the right to supplement their Responses as may be appropriate in light of further discovery or investigation, or for any other reason.

II.

GENERAL OBJECTIONS

Responding Party interposes the following General Objections to the Interrogatories. These objections are made to the Interrogatories in general and to each of the individual Interrogatories and are incorporated by reference into each of the individual Interrogatories which are also set forth below:

1. Responding Party objects to each of the Interrogatories to the extent they seek information which is protected from disclosure and discovery by virtue of the attorney-client privilege and the work-product doctrine or by any other applicable privileges. Responding Party does intend to and hereby claims all privileges with respect to such information.

2. Responding Party objects to each of the Interrogatories insofar as they unnecessarily require the disclosure of private, confidential or proprietary or trade secret information and which are otherwise unnecessarily intrusive when other less intrusive methods of discovery are available. Responding Party claims all privileges with respect to such information and will not produce any such documentation.

3. Responding Party objects to each of the Interrogatories to the extent that they are over broad, burdensome, harassing and oppressive and/or because adequate discovery could be achieved through less intrusive means.

4. Responding Party objects to each of the Interrogatories to the extent they seek information which is irrelevant to the subject matter of this action and not calculated to lead to the discovery of admissible evidence.

5. Responding Party objects to each of the Interrogatories to the extent that they are vague or ambiguous and/or otherwise violate Code of Civil Procedure §2030.010, et seq.

6. Responding Party objects to each of the Interrogatories to the extent that they seek information which is not in its possession or under its control and/or which is equally available to the party propounding the Interrogatories.

7. Responding Party objects to each of the Interrogatories on the grounds and to the extent that they are compound, conjunctive, or disjunctive, and violate Code of Civil Procedure §2030.060(f).

III.

SPECIFIC RESPONSES

By making the Responses set forth below, Responding Party does not waive the foregoing general objections.

FORM INTERROGATORY NO. 1.1:

State the name, ADDRESS, telephone number, and relationship to you of each PERSON who prepared or assisted in the preparation of the responses to these interrogatories. (*Do not identify anyone who simply typed or reproduced the responses.*)

SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 1.1:

Deborah J. Stouff, the Corporate Secretary for Retirement Housing Foundation; Stuart Hartman, the Vice President of Affordable Housing Operations for Retirement Housing Foundation; and Responding Party's counsel can be reached at 12400 Wilshire Boulevard, Suite 800, Los Angeles, CA 90025, (310) 777-1990.

FORM INTERROGATORY NO. 17.1:

Is your response to each request for admission served with these interrogatories an unqualified admission? If not, for each response that is not an unqualified admission:

- (a) state the number of the request;
- (b) state all facts upon which you base your response;
- (c) state the names, ADDRESSES, and telephone numbers of all PERSONS who have knowledge of those facts; and

(d) identify all DOCUMENTS and other tangible things that support your response and state the name, ADDRESS, and telephone number of the PERSON who has each DOCUMENT or thing.

ORIGINAL RESPONSE TO FORM INTERROGATORY NO. 17.1:

(a) Requests for Admission Nos. 1-8, 10-12

(b) Article XIII D § 2 of the California Constitution provides, “‘Special benefit’ means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute ‘special benefit.’” Additionally, Article XIII D § 4 provides, “No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.” Accordingly, special benefits are limited to those which are conferred on the real properties being assessed, and all other benefits are general benefits, including those which are conferred on persons and businesses within and outside the boundaries of the DCBID and properties outside the boundaries of the DCBID. Additionally, Section 2(i) of Article XIII D of the California Constitution recognizes that “general benefits are not restricted to benefits conferred only persons and property outside the assessment district, but can include benefits both ‘conferred on real property located *in the district* or to the public at large.’” *Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara County Open Space Authority*, 44 Cal.4th 431, 455 (2008) (finding the subject Engineer’s Report unlawful because it assumed that “people and property within the district . . . will receive *no* general benefit at all, *only* special benefits . . . [b]ut under these circumstances, ‘[i]f everything is special, then nothing is special’”).

The state of California recognizes that “virtually all public improvement projects provide general benefits.” *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516, 1531 (2010); *see also Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416, 439 (2011); *see also Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara County Open Space Authority*, 44 Cal.4th 431, 443 (2008) (finding that the enhancement of economic conditions and quality-of-life generally benefit people broadly, generally, and directly – and that as a result, properties receive a derivative, indirect benefit). The services provided by the DCBID – which

1 are intended to provide, and do provide, enhanced economic and quality-of-life conditions – are
2 no exception. The Engineer’s Report prepared in connection with the DCBID provides that the
3 DCBID will provide the following services, the benefits of which constitute, at least in part,
4 general benefits: (1) the Safe Team Program, which will provide security services; (2) the Clean
5 Program, which will provide cleaning services; (3) various economic development and
6 marketing programs “to communicate the changes that are taking place” and “to enhance the
7 positive perception of [the DCBID];” and (4) management services. All categories of services
8 will provide general benefits, some, but not all, of which are recognized and quantified in the
9 Engineer’s Report prepared in connection with the DCBID. Although not recognized by the
10 Engineer’s Report, both the economic development and marketing programs and the
11 management services will generally benefit the public at large. As to the marketing and
12 economic development programs specifically, the Engineer’s Report improperly assumes that an
13 increase in publicity will affect people and property equally and fails to recognize that these
14 programs will benefit the public at large, benefitting all people broadly and generally, within or
15 not within the DCBID, and as a consequence, generally benefit the assessed properties within the
16 DCBID.

17 (c) Responding Party and Responding Party’s counsel.

18 (d) Propounding Party is in possession of, or has access to, the following documents:
19 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer’s Report dated March 2017;
20 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
21 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers’ Assn., Inc. v.*
22 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
23 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)
24 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

25
26 (a) **Request for Admission No. 9**

27 (b) Responding Party, whose general partner is a nonprofit provider of housing and
28 services to low-income seniors, owns and operates property within the Downtown Center

1 Business Improvement District which renewed term commenced on January 1, 2018 (“the
2 DCBID”), and is exempt from property taxes and several other types of taxes, fees and
3 assessments. Pursuant to the Regulatory Agreement and Declaration of Restrictive Covenants
4 dated October 1, 2008, the subject property is restricted as a “qualified residential rental
5 property.” As such, the subject property does not enjoy the same ability as other private
6 residential properties to lease units at market value, and therefore, any increases in lease rates or
7 commercial activity will not benefit the subject property in the same quantity or manner as they
8 will benefit other properties within the DCBID, if at all.

9 (c) Responding Party and Responding Party’s counsel.
10 (d) Propounding Party is in possession of, or has access to, the Regulatory Agreement
11 and Declaration of Restrictive Covenants dated October 1, 2008.

12
13 (a) **Request for Admission No. 13**

14 (b) Responding Party has not waived any rights to relief relating to the DCBID’s
15 assessments. Specifically, Responding Party did not waive any such rights when executing the
16 Settlement Agreement dated February 2013 which settled LASC Case No. BS138416.

17 (c) Responding Party, Responding Party’s counsel, Propounding Party, and
18 Propounding Party’s counsel.

19 (d) Responding Party is not yet in possession of the hearing transcript from January
20 31, 2018, but the Court agreed that the Settlement Agreement does not preclude Responding
21 Party from seeking relief related to the DCBID. Propounding Party is in possession of, or has
22 access to, the January 31, 2018 Order Denying Motion to Enter Judgment Enforcing Settlement
23 Agreement, in connection with the Settlement Agreement referenced in (b).

24
25 (a) **Request for Admission No. 14**

26 (b) No, Responding Party’s claims related to the DCBID’s assessments are not barred
27 by the doctrine of unclean hands.

28 (c) Responding Party and Responding Party’s counsel.

1 (d) None.

2

3 (a) **Request for Admission No. 15**

4 (b) No, Responding Party's claims related to the DCBID's assessments are not barred
5 for failure to exhaust administrative remedies prior to filing the Petition and Complaint.
6 Responding Party filed the instant lawsuit in compliance with California Streets and Highways
7 Code Section 36633, which instructs that an action challenging the validity of a business
8 improvement district's assessments be commenced 30 days after the adoption of the resolution
9 levying the assessments.

10 (c) Responding Party, Responding Party's counsel, Propounding Party, and
11 Propounding Party's counsel.

12 (d) Propounding Party is in possession of, or has access to, the Petition and
13 Complaint, filed July 3, 2017, as well as the exhibits attached thereto.

14

15 (a) **Request for Admission No. 16**

16 (b) No, Responding Party has not concealed, failed to disclose, or misrepresented
17 material facts.

18 (c) Responding Party and Responding Party's counsel.

19 (d) None.

20

21 (a) **Request for Admission No. 17**

22 (b) Pursuant to Section 4(a) of Article XIII D of the California Constitution, “[t]he
23 proportionate special benefit derived by each identified parcel shall be determined in relationship
24 to the entirety of the capital cost of . . . the property related service being provided,” and
25 therefore, the failure to correctly analyze and quantify the special benefit conferred on the
26 subject property renders assessments levied on other properties within the DCBID
27 unconstitutional. *See Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal.
28 App. 4th 416 (2011) (directing the trial court to order the issuance of a writ vacating the City's

1 resolution forming the subject business improvement district and invalidating the assessments
2 imposed by that district); *see also Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010)
3 (directing the trial court to issue a judgment vacating the county's resolution establishing the
4 subject business improvement district and invalidating the assessment).

5 (c) Responding Party and Responding Party's counsel.

6 (d) Propounding Party is in possession of, or has access to, the California
7 Constitution and the cases cited above in (b).

8
9 (a) **Request for Admission No. 18**

10 (b) No, Responding Party's claims related to the DCBID's assessments are not barred
11 for failure "to take reasonable and/or necessary steps in order to mitigate, lessen, reduce and
12 minimize said damages and losses, including exhaustion of administrative remedies."
13 Responding Party filed the instant lawsuit in compliance with California Streets and Highways
14 Code Section 36633, which instructs that an action challenging the validity of a business
15 improvement district's assessments be commenced 30 days after the adoption of the resolution
16 levying the assessments.

17 (c) Responding Party, Responding Party's counsel, Propounding Party, and
18 Propounding Party's counsel.

19 (d) Propounding Party is in possession of, or has access to, the Petition and
20 Complaint, filed July 3, 2017, as well as the exhibits attached thereto.

21
22 (a) **Request for Admission No. 19**

23 (b) No, Responding Party will not be unjustly enriched by the DCBID's services
24 unless Responding Party pays the special assessment amount calculated in the Engineer's Report
25 dated March 2017. The Engineer's Report fails to analyze, and therefore properly quantify, what
26 special benefits the DCBID's services will confer on Responding Party's property.

27 (c) Responding Party and Responding Party's counsel.

28 (e) Propounding Party is in possession of the Engineer's Report dated March 2017.

SUPPLEMENTAL RESPONSE TO FORM INTERROGATORY NO. 17.1:

(a) Request for Admission No. 1

(b) Article XIII D § 2 of the California Constitution provides, “Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” Thus, benefits enjoyed by people do not constitute special benefits, and are, therefore, general benefits. Accordingly, persons within the boundaries of the DCBID will receive general benefits from the services provided by the DCBID directly and/or as part of the public at large.

(c) Responding Party and Responding Party's counsel.

(d) Propounding Party is in possession of, or has access to, the following documents:

(1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer’s Report dated March 2017; (3) the Management District Plan dated March 2017; (4) Article XIII D of the California Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7) *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

(a) Request for Admission No. 2

(b) The state of California recognizes that “virtually all public improvement projects provide general benefits.” *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516, 1531 (2010); *see also Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416, 439 (2011); *see also Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara County Open Space Authority*, 44 Cal.4th 431, 443 (2008) (finding that the enhancement of economic conditions and quality-of-life generally benefit people broadly, generally, and directly – and that as a result, properties receive a derivative, indirect benefit). The services provided by the DCBID – which are intended to provide, and do provide, enhanced economic and quality-of-life conditions – are no exception. The Engineer’s Report prepared in connection with the DCBID provides that the DCBID will provide the following services, the benefits of which constitute, at

1 least in part, general benefits: (1) the Safe Team Program, which will provide security services;
2 (2) the Clean Program, which will provide cleaning services; (3) various economic development
3 and marketing programs “to communicate the changes that are taking place” and “to enhance the
4 positive perception of [the DCBID];” and (4) management services. All categories of services
5 will provide general benefits, some, but not all, of which are recognized and quantified in the
6 Engineer’s Report prepared in connection with the DCBID.

7 Although not recognized by the Engineer’s Report, both the economic development and
8 marketing programs and the management services will also generally benefit the public at large,
9 benefitting all people broadly and generally, within or not within the DCBID, and as a
10 consequence, generally benefit the assessed properties within the DCBID. Additionally, Article
11 XIII D § 2 of the California Constitution recognizes that general enhancement of property value
12 does not constitute “special benefit.” Thus, properties within the boundaries of the DCBID will
13 further generally benefit by the increases to their value as a result of the DCBID’s services.

14 (c) Responding Party and Responding Party’s counsel.

15 (d) Propounding Party is in possession of, or has access to, the following documents:
16 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer’s Report dated March 2017;
17 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
18 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers’ Assn., Inc. v.*
19 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
20 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)
21 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

22
23 (a) **Request for Admission No. 3**

24 (b) The state of California recognizes that “virtually all public improvement projects
25 provide general benefits.” *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516, 1531 (2010);
26 *see also Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th
27 416, 439 (2011); *see also Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara County Open*
28 *Space Authority*, 44 Cal.4th 431, 443 (2008) (finding that the enhancement of economic

1 conditions and quality-of-life generally benefit people broadly, generally, and directly – and that
2 as a result, properties receive a derivative, indirect benefit). The services provided by the
3 DCBID – which are intended to provide, and do provide, enhanced economic and quality-of-life
4 conditions – are no exception and businesses within the boundaries of the DCBID receive these
5 general benefits. The Engineer’s Report prepared in connection with the DCBID provides that
6 the DCBID will provide the following services, the benefits of which constitute, at least in part,
7 general benefits: (1) the Safe Team Program, which will provide security services; (2) the Clean
8 Program, which will provide cleaning services; (3) various economic development and
9 marketing programs “to communicate the changes that are taking place” and “to enhance the
10 positive perception of [the DCBID];” and (4) management services. All categories of services
11 will provide general benefits, some, but not all, of which are recognized and quantified in the
12 Engineer’s Report prepared in connection with the DCBID. Businesses, whose profitability,
13 marketability, and values increase with the DCBID’s services, will generally benefit from the
14 services provided by the DCBID.

15 Although not recognized by the Engineer’s Report, both the economic development and
16 marketing programs and the management services will also generally benefit the public at large,
17 benefitting all people broadly and generally, within or not within the DCBID, and as a
18 consequence, generally benefit the assessed properties, including those which are used for
19 businesses, within the DCBID. Additionally, Article XIII D § 2 of the California Constitution
20 recognizes that general enhancement of property value does not constitute “special benefit.”
21 Thus, properties within the boundaries of the DCBID, including those which are used for
22 businesses, will further generally benefit by the increases to their value as a result of the
23 DCBID’s services.

24 (c) Responding Party and Responding Party’s counsel.

25 (d) Propounding Party is in possession of, or has access to, the following documents:
26 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer’s Report dated March 2017;
27 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
28 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers’ Assn., Inc. v.*

Santa Clara County Open Space Authority, 44 Cal.4th 431 (2008); (6) *Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7) *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

(a) Request for Admission No. 4

(b) Article XIII D § 2 of the California Constitution provides, “‘Special benefit’ means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” Thus, benefits enjoyed by people do not constitute special benefits, and are, therefore, general benefits, and the people outside of the DCBID’s boundaries will receive general benefits from the DCBID’s services, including: (1) the Safe Team Program, which will provide security services; (2) the Clean Program, which will provide cleaning services; (3) various economic development and marketing programs “to communicate the changes that are taking place” and “to enhance the positive perception of [the DCBID];” and (4) management services. Although not recognized by the Engineer’s Report, both the economic development and marketing programs and the management services will generally benefit the public at large, including the people outside of the DCBID’s boundaries. Specifically as to the programs which are intended to communicate the DCBID community’s growth and “changes that are taking place,” those are arguably directed at the people outside the boundaries of the DCBID, who will thus receive the general benefits of those programs.

(c) Responding Party and Responding Party's counsel.

(d) Propounding Party is in possession of, or has access to, the following documents: (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer's Report dated March 2017; (3) the Management District Plan dated March 2017; (4) Article XIII D of the California Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers' Assn., Inc. v. Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7) *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

1 (a) **Request for Admission No. 5**

2 (b) The Engineer’s Report itself identifies 13 parcels outside of the DCBID’s

3 boundaries (which are immediately adjacent to the DCBID’s boundaries but which are not within

4 the boundaries of other adjacent business improvement districts) as receiving general benefits.

5 These 13 parcels do not account for other parcels outside of the DCBID’s boundaries which

6 receive general benefits from the DCBID’s services, given that parcels do not have to be

7 immediately adjacent to the DCBID’s boundaries or not a part of other business improvement

8 districts in order to receive general benefits.

9 (c) Responding Party and Responding Party’s counsel.

10 (d) Propounding Party is in possession of, or has access to, the following documents:

11 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer’s Report dated March 2017;

12 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California

13 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers’ Assn., Inc. v.*

14 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*

15 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)

16 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

18 (a) **Request for Admission No. 6**

19 (b) The services provided by the DCBID – which are intended to provide, and do

20 provide, enhanced economic and quality-of-life conditions – will provide general benefits, some,

21 but not all, of which are recognized and quantified in the Engineer’s Report prepared in

22 connection with the DCBID. Businesses outside of the DCBID’s boundaries will indirectly, and

23 therefore generally benefit from the increased profitability, marketability, and value of the

24 businesses and properties within the DCBID’s boundaries. Businesses which are outside the

25 boundaries of the DCBID are part of the public at large, and therefore, will benefit from the

26 DCBID’s services.

27 (c) Responding Party and Responding Party’s counsel.

28 (d) Propounding Party is in possession of, or has access to, the following documents:

1 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer's Report dated March 2017;
2 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
3 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers' Assn., Inc. v.*
4 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
5 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)
6 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

7

8 (a) **Request for Admission No. 7**

9 (b) The assessing agency, by way of the Engineer's Report, has the burden of
10 showing that special benefits are conferred on parcels which are assessed. The Engineer's
11 Report's failing to make such an adequate showing as to RHF's properties precludes RHF's
12 ability to admit or deny this request.

13 (c) Responding Party and Responding Party's counsel.

14 (d) Propounding Party is in possession of, or has access to, the following documents:
15 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer's Report dated March 2017;
16 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
17 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers' Assn., Inc. v.*
18 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
19 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)
20 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

21

22 (a) **Request for Admission No. 8**

23 (b) The assessing agency, by way of the Engineer's Report, has the burden of
24 showing that special benefits are conferred on parcels which are assessed. The Engineer's
25 Report's failing to make such an adequate showing as to RHF's properties precludes RHF's
26 ability to admit or deny this request.

27 (c) Responding Party and Responding Party's counsel.

28 (d) Propounding Party is in possession of, or has access to, the following documents:

1 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer’s Report dated March 2017;
2 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
3 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers’ Assn., Inc. v.*
4 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
5 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)
6 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

7

8 (a) **Request for Admission No. 10**

9 (b) The Engineer’s Report prepared in connection with the DCBID provides that the
10 DCBID will provide the following services, the benefits of which constitute, at least in part,
11 general benefits: (1) the Safe Team Program, which will provide security services; (2) the Clean
12 Program, which will provide cleaning services; (3) various economic development and
13 marketing programs “to communicate the changes that are taking place” and “to enhance the
14 positive perception of [the DCBID];” and (4) management services. All categories of services
15 will provide direct benefits to people (e.g., security services, special events, cleaner streets).
16 However, benefits to people, direct or indirect, do not constitute special benefits pursuant to the
17 California Constitution. Additionally, to the extent that the marketing and economic
18 development programs provide special benefits – if any – those benefits would directly benefit
19 the public at large, which includes not only the assessed properties in the DCBID’s boundaries,
20 but also the people inside and outside of the DCBID’s boundaries, as well as parcels outside of
21 the DCBID’s boundaries.

22 (c) Responding Party and Responding Party’s counsel.

23 (d) Propounding Party is in possession of, or has access to, the following documents:
24 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer’s Report dated March 2017;
25 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
26 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers’ Assn., Inc. v.*
27 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
28 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)

1 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

2

3 (a) **Request for Admission No. 11**

4 The state of California recognizes that “virtually all public improvement projects provide
5 general benefits.” *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516, 1531 (2010); *see also*
6 *Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416, 439
7 (2011); *see also Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara County Open Space*
8 *Authority*, 44 Cal.4th 431, 443 (2008) (finding that the enhancement of economic conditions and
9 quality-of-life generally benefit people broadly, generally, and directly – and that as a result,
10 properties receive a derivative, indirect benefit). The services provided by the DCBID – which
11 are intended to provide, and do provide, enhanced economic and quality-of-life conditions – are
12 no exception. The Engineer’s Report prepared in connection with the DCBID provides that the
13 DCBID will provide the following services, the benefits of which constitute, at least in part,
14 general benefits: (1) the Safe Team Program, which will provide security services; (2) the Clean
15 Program, which will provide cleaning services; (3) various economic development and
16 marketing programs “to communicate the changes that are taking place” and “to enhance the
17 positive perception of [the DCBID];” and (4) management services. All categories of services
18 will provide general benefits, some, but not all, of which are recognized and quantified in the
19 Engineer’s Report prepared in connection with the DCBID. Although not recognized by the
20 Engineer’s Report, both the economic development and marketing programs and the
21 management services will generally benefit the public at large. As to the marketing and
22 economic development programs specifically, the Engineer’s Report improperly assumes that an
23 increase in publicity will affect people and property equally and fails to recognize that these
24 programs will benefit the public at large, benefitting all people broadly and generally, within or
25 not within the DCBID, and as a consequence, derivatively and indirectly (i.e., generally) benefit
26 the assessed properties within the DCBID.

27 (b) Responding Party and Responding Party’s counsel.

28 (c) Propounding Party is in possession of, or has access to, the following documents:

1 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer’s Report dated March 2017;
2 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
3 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers’ Assn., Inc. v.*
4 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
5 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)
6 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

7

8 (a) **Request for Admission No. 12**

9 (b) The state of California recognizes that “virtually all public improvement projects
10 provide general benefits.” *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516, 1531 (2010);
11 *see also Golden Hill Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th
12 416, 439 (2011); *see also Silicon Valley Taxpayers’ Assn., Inc. v. Santa Clara County Open*
13 *Space Authority*, 44 Cal.4th 431, 443 (2008) (finding that the enhancement of economic
14 conditions and quality-of-life generally benefit people broadly, generally, and directly – and that
15 as a result, properties receive a derivative, indirect benefit). The services provided by the
16 DCBID – which are intended to provide, and do provide, enhanced economic and quality-of-life
17 conditions – are no exception. The Engineer’s Report prepared in connection with the DCBID
18 provides that the DCBID will provide the following services, the benefits of which constitute, at
19 least in part, general benefits: (1) the Safe Team Program, which will provide security services;
20 (2) the Clean Program, which will provide cleaning services; (3) various economic development
21 and marketing programs “to communicate the changes that are taking place” and “to enhance the
22 positive perception of [the DCBID];” and (4) management services. All categories of services
23 will provide general benefits, some, but not all, of which are recognized and quantified in the
24 Engineer’s Report prepared in connection with the DCBID. These services will benefit the
25 public at large, and not just the assessed properties within the DCBID’s boundaries. Although
26 not recognized by the Engineer’s Report, both the economic development and marketing
27 programs and the management services will generally benefit the public at large. As to the
28 marketing and economic development programs specifically, the Engineer’s Report improperly

1 assumes that an increase in publicity will affect people and property equally and fails to
2 recognize that these programs will benefit the public at large, benefitting all people broadly and
3 generally, within or not within the DCBID, and as a consequence, generally benefit the assessed
4 properties within the DCBID.

5 (c) Responding Party and Responding Party's counsel.

6 (d) Propounding Party is in possession of, or has access to, the following documents:

7 (1) The Petition and Complaint, filed July 3, 2017; (2) the Engineer's Report dated March 2017;
8 (3) the Management District Plan dated March 2017; (4) Article XIII D of the California
9 Constitution; (5) the California Supreme Court case, *Silicon Valley Taxpayers' Assn., Inc. v.*
10 *Santa Clara County Open Space Authority*, 44 Cal.4th 431 (2008); (6) *Golden Hill*
11 *Neighborhood Association, Inc. v. City of San Diego*, 199 Cal. App. 4th 416 (2011); and (7)
12 *Beutz v. County of Riverside*, 184 Cal. App. 4th 1516 (2010).

13
14
15 DATED: April 19, 2018

REUBEN RAUCHER & BLUM

16
17 By: 
18 Stephen Raucher, Esq.
19 Attorneys for Olive RHF Housing Partners L.P.
20
21
22
23
24
25
26
27
28

VERIFICATION

2 I, Deborah J. Stouff, am the Corporate Secretary of RHF Bunker Hill Corporation and am
3 authorized to make this verification on behalf of Plaintiffs. I have read the foregoing
4 **RESPONDING PARTY OLIVE RHF HOUSING PARTNER, L.P.'S SUPPLEMENTAL**
5 **RESPONSES TO PROPOUNDING PARTY CITY OF LOS ANGELES'S FORM**
6 **INTERROGATORIES, SET ONE** served by Petitioner City of Los Angeles and know its
7 contents. I am informed and believe that the matters stated in the foregoing document are true
8 and on that basis allege that the matters stated therein are true.

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct. Executed this 23rd day of April, 2018 at Los Angeles, California.

Deborah J. Stouff
Deborah J. Stouff

VERIFICATION

PROOF OF SERVICE BY E-MAIL

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is **12400 Wilshire Boulevard, Suite 800, Los Angeles, California 90025**.

On April 23, 2018, I served the foregoing document described as:

**RESPONDING PARTY OLIVE RHF HOUSING PARTNER, L.P.'S
SUPPLEMENTAL RESPONSES TO PROPOUNDING PARTY CITY OF LOS
ANGELES'S FORM INTERROGATORIES, SET ONE**

on all interested parties in this action by *emailing* a true copy thereof to counsel for all interested parties pursuant to the Consent to Electronic Service And Notice of Electronic Notification Address in accordance with California Rules of Court 2.251 as follows:

<p>Daniel M. Whitley, Esq. Deputy City Attorney City Hall East 200 N. Main Street, Room 920 Los Angeles, CA 90012 Telephone: (213) 978-7786 Facsimile: (213) 978-7811 Email: daniel.whitley@lacity.org</p>	<p>Michael G. Colantuono, Esq Holly O. Whatley, Esq. Pamela K. Graham, Esq. Colantuono, Highsmith & Whatley, PC 790 East Colorado Boulevard, Suite 850 Pasadena, CA 91101 Telephone: (213) 542-5700 Facsimile: (213) 542-5710 Email: mcolantuono@chwlaw.us Email: hwhatley@chwlaw.us Email: pgraham@chwlaw.us</p>
---	---

I am familiar with the office practice of Reuben Raucher & Blum for collecting and processing documents for delivery by E-mail. Under that practice, documents and email by Reuben Raucher & Blum personnel responsible for emailing are transmitted on that same day in the ordinary course of business. I emailed the above referenced documents, by agreement of the parties, to the address listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 23, 2018, at Los Angeles, California.



Nathalie Ouach

PROOF OF SERVICE BY E-MAIL

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is **12400 Wilshire Boulevard, Suite 800, Los Angeles, California 90025**.

On May 24, 2018, I served the foregoing document described as:

**PLAINTIFFS'/PETITIONERS' REPLY IN SUPPORT OF MOTION TO COMPEL
RESPONSES TO REQUESTS FOR ADMISSION; SUPP. DECL. OF HANA S. KIM**

on all interested parties in this action by *emailing* a true copy thereof to counsel for all interested parties pursuant to the Consent to Electronic Service And Notice of Electronic Notification Address in accordance with California Rules of Court 2.251 as follows:

<p>Daniel M. Whitley, Esq. Deputy City Attorney City Hall East 200 N. Main Street, Room 920 Los Angeles, CA 90012 Telephone: (213) 978-7786 Facsimile: (213) 978-7811 Email: daniel.whitley@lacity.org</p>	<p>Michael G. Colantuono, Esq Holly O. Whatley, Esq. Pamela K. Graham, Esq. Colantuono, Highsmith & Whatley, PC 790 East Colorado Boulevard, Suite 850 Pasadena, CA 91101 Telephone: (213) 542-5700 Facsimile: (213) 542-5710 Email: mcolantuono@chwlaw.us Email: hwhatley@chwlaw.us Email: pgraham@chwlaw.us</p>
---	---

I am familiar with the office practice of Reuben Raucher & Blum for collecting and processing documents for delivery by E-mail. Under that practice, documents and email by Reuben Raucher & Blum personnel responsible for emailing are transmitted on that same day in the ordinary course of business. I emailed the above referenced documents, by agreement of the parties, to the address listed above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 24, 2018, at Los Angeles, California.


Nathalie Quaeh